

Clayton Co.

Teamsters #238 (Assessor)

7/1/2006 6/30/2009

CLAYTON CO. / TEAMSTERS #238 (ASSESSOR) 06-09

AGREEMENT

BETWEEN

CLAYTON COUNTY ASSESSOR'S OFFICE

and

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238

July 1, 2006 - June 30, 2009

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AGREEMENT

THIS AGREEMENT entered into by and between CLAYTON COUNTY ASSESSOR'S OFFICE, hereinafter referred to as the "Employer", and the CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", pursuant to the provisions of Chapter 20 of the Code of Iowa.

ARTICLE 1 RECOGNITION

Section 1.1

The Employer recognizes that Chauffeurs, Teamsters and Helpers Local Union No. 238 is hereby designated and certified as the exclusive bargaining representative of the following unit of employees of the Clayton County Assessor's Office determined in Case No. 6405.

INCLUDED: All regular full-time and regular part-time employees employed in the Clayton County Assessor's Office.

EXCLUDED: Supervisors, elected officials and any other person excluded by Section 20.4 of the Act.

ARTICLE 2 SEPARABILITY AND SAVINGS AND EXTRA CONTRACT AGREEMENTS

Section 2.1

If any provisions of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 3
EMPLOYER RIGHTS**

Section 3.1

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; make investigations; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other reasons; to determine what work or service shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer, initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

Section 3.2

The reasonableness of work rules must be grieved within seven (7) days from the date the new policy/rule was posted through the grievance procedure set forth in Article 5 of this Agreement.

**ARTICLE 4
NO STRIKE - NO LOCKOUT**

Section 4.1

The parties agree to faithfully abide by the applicable provisions of Chapter 20 of the Code of Iowa. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support

or suggest any strikes, slowdowns, illegal picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, or any such related activity as covered in Section 12 of the Act.

Section 4.2

The Employer pledges that it will not engage in lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1

Definition: A grievance is defined as and limited to a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement. The grievance shall be presented in writing by the union steward, Business Representative and/or the employee, and a resolution will be attempted between the union steward, Business Representative and/or the employee and the appropriate employer representative. The grievance will state the Article and Section of the contract allegedly violated. Any Employee disciplined is subject to the grievance procedure. A grievance is waived unless the time for filing or appealing is extended as set forth in Section 5.5 of this Article. The Union will designate from time to time an appropriate representative with whom the Employer may deal in connection with the processing of all grievances.

Section 5.2

Step 1. Within seven (7) calendar days of the occurrence, the aggrieved employee and/or Union will notify in writing the County Assessor or its designated representative of the alleged contract violation. The County Assessor or its designated representative shall answer the grievance in writing within seven (7) days.

Step 2. If this answer is not acceptable or if the County does not answer within the prescribed seven (7) calendar days, the written grievance must be presented to the Board of Supervisors. The Board of Supervisors will respond, with an

answer, in writing, to the aggrieved employee and the Union, within seven (7) calendar days after receiving the written grievance.

Step 3. If the Step 2 answer is not acceptable, or if a settlement cannot be reached, the Union, within thirty (30) calendar days of its receipt of the Step 2 answer, shall notify the County Assessor of its desire to take the grievance to arbitration. The Iowa Public Employment Relations Board shall furnish a list of names of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. The parties shall either by telephone or in a meeting alternately strike names from the list. The Union is to strike the first name. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case. The arbitrator shall only have the power to arbitrate the written grievance submitted in Step 1 of the grievance procedure.

Section 5.3

The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for the arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

Section 5.4

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 5.5

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement in writing of the aggrieved employee and Employer provided that the written request for extension is made before the expiration of the original time limits.

ARTICLE 6
VISITATION AND STEWARDS

Section 6.1

The Business Representative(s) of the Union who has been previously identified by the Union to the Assessor, after obtaining permission from the Assessor or designated representative for each separate visit, will be permitted to visit the Assessor's Department to ascertain that the Agreement is being complied with. Said Union Representative(s) is not to interfere with the Employer's operation.

Section 6.2

The Union can select one (1) chief steward and one (1) alternate steward.

ARTICLE 7
LEAVES OF ABSENCE

Section 7.1

Leaves of absence without pay, without fringe benefits and without loss of seniority may be granted at the sole discretion of the Employer. Except in the case of an emergency, any request for time off must be in writing, stating the reason(s) for a leave of absence at least thirty (30) days before said leave would commence, and the Employer will respond in writing. Seniority is frozen after a leave of absence exceeds thirty (30) days. Once the employee returns to work on a regular basis, seniority shall then continue to accumulate. Extensions may be granted at the discretion of the County.

Section 7.2

In the case of personal illness or personal injury, the employee shall, at the request of the Employer, furnish a medical doctor's statement attesting to said employee's physical condition and/or inability to work before said leave is granted. The County Assessor may also require a medical doctor's signed statement verifying that the employee is released to return to work and assume his/her regular job duties. A single illness or a personal injury leave of absence shall not exceed thirty (30) days. Extensions in writing may be granted at the discretion of the County Assessor.

Section 7.3

No benefits will accrue during a leave of absence except as provided by law.

Section 7.4

Upon return from leave of absence, the employee shall return to his/her former job, if available.

Section 7.5

If an employee desires his/her insurance coverage to continue during leave of absence, the employee shall pay the full premium on the first payday of each month for the applicable month's coverage.

Section 7.6

County employees shall be eligible for maternity leave, according to the County's maternity leave policy in effect at that time or the Family Medical Leave Act.

Section 7.7

A written leave application shall include a written statement from the employee's medical doctor indicating the approximate date of birth and the estimated length of time the employee may continue working without danger to her safety and health.

Section 7.8

Maternity leaves shall commence on the date the employee's medical doctor certifies in writing that the employee is no longer physically capable of performing the normal duties required and shall terminate on the date the employee's medical doctor certifies in writing that the employee is physically capable of resuming her normal duties.

Section 7.9

Before an employee is placed on approved unpaid leave, all accumulated vacation and compensatory time must be used while incapacity exists due to pregnancy and delivery.

Section 7.10

Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by accumulated sick leave before an employee is placed on unpaid leave.

Section 7.11

Upon returning from a maternity leave of absence, the employee shall return to her position, if available.

Section 7.12 Military Leave

A full-time employee shall be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by the Code of Iowa, as amended. The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

Section 7.13 Voting Leave

If, for any reason, an employee is unable to vote before or after working hours, the employee shall be granted time off, not to exceed three (3) hours, to vote.

Section 7.14 Family/Medical Leave Policy

In accordance with the Federal Family and Medical Leave Act (FMLA), Clayton County will grant job protected unpaid family and medical leave to eligible employees for up to 12 weeks per 12 month period for any one or more of the following reasons:

- A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care; or
- B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the function of his/her position.

Eligibility

To be eligible for Family/Medical Leave, an employee must have at least twelve months of service, which does not have to be consecutive, and have worked at least full or part-time hours over the preceding 12 months. Employees applying for and granted a family leave of absence are required to meet notification and documentation requirements as outlined further in this policy. Failure

to meet these requirements may result in the denial or revocation of a family leave.

Definitions

- A. 12 Month Period - shall be based on a rolling 12 month period measured backward from the date an employee uses a Family/Medical Leave, (Example: If an employee takes 4 weeks of Family/Medical Leave on May 1, 1994, and 8 weeks of Family/Medical Leave August 1, 1994, the employee will not be eligible for Family/Medical Leave again until May 1, 1995, at which time he/she will have four weeks. On August 1, 1995, the employee will have an additional 8 weeks. In essence, 12 months from the date an employee takes any amount of Family/Medical Leave, the employee will accrue the same amount of leave as was taken.)
- B. Spouse - means a husband or wife as defined or recognized by the State of Iowa.
- C. Child - means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or stepchild.
- D. Parent - means the mother or father of an employee, or an adult who had day-to-day responsibility for caring for the employee during his/her childhood years in place of natural parents.
- E. Serious Health Condition - means an illness, injury, impairment, or a physical or mental condition that involves:
 - 1. Inpatient care; or
 - 2. Any period of incapacity requiring absence from work more than three calendar days and that involves continuing treatment by a healthcare provider; or

3. Continuing treatment by a healthcare provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
 4. Prenatal care by a healthcare provider.
- F. Healthcare Provider - means any doctor of medicine or osteopathy authorized to practice medicine by the state.
1. This includes podiatrists, dentists, psychologists, optometrists, chiropractors, and
 2. Any other person determined by the Secretary of Labor to be capable of providing healthcare services.

Leave Provisions

A. Substitution of Paid Leave

The County will require the employee to substitute any unused, accrued leave for FMLA approved leave as follows:

1. Vacation, personal, family sick leave, or compensatory time leave for any portion of the twelve (12) week leave for birth, adoption, foster placement or to care for a child, spouse, or parent with a serious health condition; or
2. Vacation, personal, compensatory time, or sick leave for any portion of the twelve (12) week leave for leave to care for employee's own serious health condition.

When an employee has used all accrued paid leave for a portion of family/medical leave, the employee may request an additional twelve (12) weeks of unpaid leave.

B. Leave for Birth or Placement of a Child

1. For the purpose of care for a newborn child or a newly placed adopted or foster care child, leave must be taken before the end of the first 12 months following the date of birth or placement.
2. An expectant mother may take medical leave upon the birth of the child, or prior to the birth of her child for necessary medical care and if her condition renders her unable to work. Similarly for adoption or foster care, leave may be taken upon the placement of the child, or leave may begin prior to the placement if absence from work is required for the placement to proceed.

C. Intermittent or Reduced Leave

1. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary." Medically necessary means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
2. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the county's operations. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the department head's consent.
3. Intermittent or reduced leave may be spread over a period of time longer than 12 weeks, but will not exceed the equivalent of 12 workweeks total leave in a one 12-month period.

D. Married Employees

If both spouses work for the County, his/her total leave in any 12-month period is limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child.

Notice Requirement

- A. An employee is required to give 30 days written notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the department head.
- B. In unexpected or unforeseen situations, an employee should provide as much notice as practicable. Notice can be given in person, by telephone, fax, telegraph, or by a representative of the employee, such as a relative or friend. Written notice shall be provided as soon as practicable once there is no longer an emergency situation.
- C. The employee is required to provide notice and further information as requested by the County for determining eligibility for FMLA and/or utilizing paid leave.

Medical Certification

An employee requesting Family/Medical Leave must provide a certificate of a doctor or practitioner at the time of request or within fifteen (15) days from the time the request is made. A "Physician Certification Form" is available from the employee's department head or the County Auditor's office. The County may also require a second or third opinion (at County expense). Periodic reports on the employee's status and intent to return to work and a fitness-for-duty report to return to work shall be required.

Effect on Benefits

- A. Taking Family/Medical Leave will not result in the loss of an employee benefit accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will not accrue during any unpaid leave.
- B. An employee on a Family/Medical Leave may remain a participant in the County's employee health insurance plan throughout the duration of the leave, as if actively employed. She/he will be required to pay the same cost of coverage as if actively at work.
- C. Employee contributions will be required either through payroll deduction or by direct payment to the County Auditor. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage will result if the premium amount is paid more than 30 days late.
- D. If the employee misses a premium payment and the County pays the employee's contribution, the employee will be required to reimburse the County for delinquent payment upon return from leave.
- E. If an employee fails to return to work after Family/Medical leave has been exhausted, he/she will be responsible for the healthcare premiums paid by Clayton County while the employee was on leave, unless:
 - 1. The employee fails to return because of the continuation, recurrence, or onset of a serious health condition, which would entitle the employee to leave under Family/Medical Leave. Such condition shall be certified by the healthcare practitioner within 30 days of employee's failure.
 - 2. The employee fails to return because of other circumstances beyond the employee's control.

Return to Work

- A. A fitness-for-duty report, from the healthcare practitioner, is required before the employee will be returned to his/her position for leave taken because of employee's own serious health condition.
- B. An employee returning from leave taken under this policy is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee will be returned to an equivalent position with equivalent benefits, pay and other conditions.

Definition and Interpretation

- A. Definitions, explanations, and interpretations of the terminology and application of the policy will be consistent with definitions, explanations, and interpretations of the FMLA as published in the Federal Register.

ARTICLE 8 DUES DEDUCTIONS

Section 8.1

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction, along with a list of current employees, indicating those for which dues have been deducted, by the fifteenth (15th) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section 8.2

Employees are entitled to be members of the Union or to refrain from such membership, to be active on behalf of the Union or to refrain from such activity. Neither the County nor the Union will interfere with such rights of the employees.

ARTICLE 9
SENIORITY

Section 9.1

There shall be two (2) Seniority Lists; one for Regular full-time employees and one for part-time employees.

- A. Seniority shall mean an employee's length of continuous service since the employee's latest date of hire.
- B. Seniority may be transferred from part-time to full-time and from full-time to part-time.
- C. A regular full-time employee is an employee who has successfully completed the probationary period and is regularly scheduled to work 30 or more hours per week on a 12-month basis.
- D. Part-time employees may select single coverage under the health insurance plan or pro-rated vacation and sick leave. Employees working 500 to 1000 hours per year may select either paid single health insurance coverage and life insurance coverage or one-third (1/3) of the vacation and sick leave allowed to full-time employees. Employees working 1000 to 1500 hours per year may select either paid single health insurance coverage and life insurance coverage or two-thirds (2/3) of the vacation and sick leave allowed to full-time employees. No other fringe benefits are available to part-time employees unless specifically provided herein.

Section 9.2

A new employee shall serve a probationary period of six (6) months, and said period may be extended for up to an additional six (6) months. If the probationary period is extended, the County Assessor will notify the employee of the extension within ten (10) working days. Upon completion of the probationary period, he/she shall be put on the seniority list, and his/her seniority shall be determined from his/her date of employment. The probationary period will not be extended for the sole purpose of denying contractual benefits. Probationary employees may be terminated for any reason during the probationary period, and under no circumstances can a probationary employee have recourse to the contractual grievance procedure.

Section 9.3

All fringe benefits are available to full-time probationary employees after thirty (30) days. Sick leave/vacation benefits or single health insurance coverage and life insurance shall be selected by part-time probationary employees during his/her first thirty (30) days of employment.

Section 9.4

An employee shall lose his/her seniority, and the employment relationship shall be broken and terminated as follows:

- A. Employee quits.
- B. Employee is discharged and said discharge is not reversed through the grievance procedure.
- C. Engaging in other work while on leave of absence.
- D. Two (2) consecutive days of absence without notice and authorization from the Employer.
- E. Failure to report for work at the end of leave of absence.
- F. Failure to report to work within five (5) working days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of his/her current address and phone number.

- G. Seniority rights will be terminated after a layoff or absence from work exceeds twelve (12) months in duration. In the cases of employees who are on Workers' Compensation leave, each will be handled on an individual case basis.

Section 9.5

The employer will be required to supply seniority as defined above only as specifically provided in this Agreement.

Section 9.6

The Employer will provide the Union with an updated seniority list whenever new hires, terminations or classification changes occur. Said seniority list will show the employee's name, job classification, seniority and length of service seniority. If any employee has any objection(s) to this seniority list, they must be filed within thirty (30) days with the Assessor. A copy of this list will be sent to the local Union official on the date of posting at the Employer's premises.

ARTICLE 10

LAYOFF

Section 10.1

The Union recognizes the right of the Employer to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Section.

Section 10.2

When a layoff occurs, the following general rules shall apply:

- A. Layoff shall be by job classification.
- B. Each employee affected by a reduction in force shall be notified in writing at least ten (10) working days prior to the effective date of the layoff.
- C. Employees in the affected job classification shall be laid off in accordance with seniority. Layoff shall be by job classification seniority with the least senior part-time employees within the classification affected being laid off first.

Employees will be recalled from layoff in the reverse order of layoff. The laid off employee must report in and fill the new position within five (5) days notice. In the event an employee is on layoff and a regular opening occurs in another job classification, the laid off employee will be offered the open position before a new employee is hired, provided the laid off employee has the qualifications, experience and ability to perform the work.

Section 10.3 Job Classifications:

1. Office Manager
2. Office Clerk 1
3. Office Clerk 2
4. Field Appraiser

Employees moving from full to part-time positions carry his/her seniority with them, and employees moving from part-time to full-time positions carry prorated seniority, based on hours worked. Benefits will be adjusted according to the number of hours worked.

ARTICLE 11
HOURS OF WORK AND OVERTIME/COMP TIME

Section 11.1

The standard payroll period for the Assessor's Office is semi-monthly, during which period it is intended that an employee will work thirty-seven and one half (37.5) hours per week at his/her regular rate of pay. The employees will be paid on the 15th and 30th days of each month. The purpose of this Article is not to be construed as a guarantee of hours of work per day or days per week. Scheduling of daily and weekly hours of work shall be made by the Employer.

Section 11.2

The normal workday shall be seven and one-half (7.5) hours. Any employee who works over eight (8) hours in a day or forty (40) hours in a week shall be paid time and one-half (1.5). Employees shall have one (1) hour unpaid lunch and two fifteen (15) minute paid rest periods each day. Each rest period shall be taken, if possible, as close to the middle of each three and one-half (3.5) hour work period.

Section 11.3

Paid holidays and compensatory time taken shall be counted as hours worked for computing overtime.

Section 11.4

Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Employer or his designated representative.

Section 11.5

All full-time employees may accumulate up to twenty-four (24) hours of compensatory time in half-year periods to be used with days off or vacations. The use of compensatory time shall be at the sole discretion of the County Assessor, provided that if the compensatory time is allowed for employees in any classification in a half-year period, it shall be available to all employees in that classification during that period. All requests for compensatory time must be in writing and given to the County Assessor or his/her designee no less than forty-eight (48) hours prior to the compensatory time sought. The County Assessor or his/her designee will respond within twenty-four (24) hours of the receipt of the request.

Section 11.6

Employees called to work before or after his/her regular shift shall receive not less than two (2) hours' pay. Only actual hours worked shall be counted for overtime computation purposes.

Section 11.7

Full-time employees shall have one personal day each year to be used with forty-eight (48) hours notice.

ARTICLE 12
SICK LEAVE/FUNERAL LEAVE

Section 12.1

Each full-time employee shall earn sick leave at the rate of sixteen (16) hours each calendar month of continuous employment providing the employee has worked at least fifteen (15) full scheduled days in the month. Paid holidays shall count toward fifteen. Maximum accumulations shall be seven hundred twenty (720) hours.

Section 12.2

Sick leave can be taken in no less than one-half (1/2) day increments. In no event can an employee report for work, leave work on sick leave and return to work on the same workday.

Section 12.3

Sick leave is protection against loss of income sustained because of illness (disability) or injury not covered by Workers Compensation. Employees are encouraged to save as much sick leave as possible to meet serious illness situations.

Section 12.4

To be eligible for payment of sick leave, the employee must notify his/her immediate supervisor or designated representative prior to the starting time of the scheduled shift. This notice will be waived if the employee could not reasonably be expected to comply because of very unusual circumstances.

Section 12.5

The Assessor may require a physician's statement or other evidence supporting absences due to illness or injury after two (2) days of absence. Regular part-time employees must select between the health insurance and sick leave/vacation options at the end of the first 30 days of employment, and the selection may not be changed during the course of employment.

Section 12.6

An employee may elect to use accumulated sick leave to make up the difference between the employee's normal gross basic wage and the amount paid by Worker's Compensation check. If using sick leave to supplement Worker's Compensation, the employee shall be paid the sick leave from the County in a separate check.

Section 12.7 - Conversion of Sick Leave to Bonus Vacation Days

Upon accumulation of 90 days of unused sick leave, the next 24 days of sick leave earned may be converted to bonus vacation days upon the anniversary of reaching 90 days of unused sick leave. The rate of conversion is as follows:

<u>If employee uses</u>	<u>May convert to vacation</u>
0 to 10 days	5 days
11 days	4 days
12 days	3 days
13 days	2 days
14 days	1 day
15 days	0 days

Section 12.8

- A. If the spouse, child, or parent of an employee who is living with the employee is seriously ill and requires the care of the employee, up to two (2) days of sick leave each year may be taken for that purpose.
- B. Up to two (2) days of sick leave may be taken each year for health care appointments which cannot be postponed until after the employees' regular assigned working hours.

Section 12.9 Funeral Leave

Each regular full-time employee shall, after three (3) months of continuous employment, be eligible for a paid leave of absence up to five (5) days after a death in the employee's current immediate family. Said days must be taken in conjunction with the day of the funeral. Current immediate family shall be defined as the employee's parents, spouse, child, step-child, brother, sister, mother-in-law and father-in-law. A paid leave of absence of up to three (3) days shall be allowed for the following death: employee's son-in-law, daughter-in-law and grandparents. Only days absent which would have been compensable workdays will be paid for. No payment will be made during vacations, holidays, layoffs or other leaves of absence. Payment shall be made on the basis of the scheduled workday missed. Employee must attend the funeral in order to qualify for funeral pay. The Assessor may, at his discretion, grant additional days off work, with or without pay, under unique circumstances. Said funeral leave shall be taken out of the employee's accumulated sick leave account.

ARTICLE 13
JURY DUTY

Section 13.1

An employee required to serve as a juror shall receive his/her regular wages, less any compensation received as a juror. Verification of jury service can be required from the Clerk of Court. If more than two (2) hours remain in the employee's scheduled work shift, the employee shall report for work when released from jury duty.

ARTICLE 14
INSURANCE

Section 14.1

The County shall provide group health and major medical insurance and term life insurance for regular full-time employees and those part-time employees who so select coverage as provided in this agreement. The County will continue to pay 100% of single health care coverage.

Section 14.2

The County will purchase a \$20,000.00 term life insurance policy for each full-time employee and each part-time employee who so elects the coverage as provided in this Agreement.

Section 14.3

The insurance programs referred to in this Contract shall be subject to all terms and conditions of the Contract with the insurance carrier(s) selected by the Employer.

Section 14.4

For all insurance coverages, the Employer reserves the right to change or select carriers and maintain substantially comparable coverage levels and costs during the term of this Agreement.

Section 14.5

The County shall continue to pay single coverage insurance premiums for all employees in pay status for the first thirty (30) days off work.

ARTICLE 15
HOLIDAYS

Section 15.1

All regular full-time employees are eligible for the following recognized paid holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve Day
	Christmas Day

Section 15.2

The regular full-time employees shall be paid his/her normal scheduled rate for each holiday set forth above occurring during the period in which he/she is actively at work.

Section 15.3

An employee who works on one of the paid holidays mentioned above will be paid for the day at the normal rate plus an additional time and one-half (1.5) which may be taken in pay or as compensatory time off at that rate, as determined by the County Assessor.

Section 15.4

To be eligible for holiday pay on a regular holiday, the employee must have worked his/her normal scheduled workday before the holiday and his/her first scheduled workday after the holiday, unless the employee is on vacation or on approved sick leave with a doctor's slip.

Section 15.5

Should a recognized holiday fall during an employee's approved vacation time off period, the employee will be permitted to take another day off work in the future at a time mutually agreed between the Employer and employee.

Section 15.6

The Assessor will give two (2) days advance notice to employees who were scheduled to work on a holiday that he/she will not be needed to work.

ARTICLE 16
VACATIONS

Section 16.1

Full-time employees otherwise eligible for a vacation with pay shall be so entitled for each year of service in accordance with the following schedule: Part-time employees may select pro-rated vacation and sick leave in lieu of single coverage health insurance. Vacations will be credited each year on the employee's anniversary date of hire with the County. Vacations will be taken during the anniversary year after it is earned.

Section 16.2

Employees who are discharged for cause or employees who quit without a minimum of two (2) weeks notice to the Employer shall forfeit any unused vacation pay.

Section 16.3

When an employee retires, he/she shall be entitled to his/her earned vacation pay. In the case of a death of an employee, any earned but unused vacation shall be paid to the beneficiaries of the estate.

Section 16.4

- A. Vacation will normally be scheduled in one week (five day) increments. Vacation may be requested with at least two (2) weeks notice. Vacations shall be selected by seniority within each classification. No more than one employee in each classification may be on vacation at one time. No employee shall sign up for more than two weeks in succession. Thereafter, no changes shall be made without the consent of the Assessor.
- B. Vacation time not previously scheduled shall be requested with at least two (2) weeks' notice for vacations of five (5) days or more and forty-eight (48) hours notice for vacations of 1 to 4 days. Such additional vacation time shall be at the discretion of the Assessor.

- C. Once set, vacations can be postponed by the Assessor in the event of an emergency. An employee whose previously scheduled vacation is involuntarily postponed by the Assessor shall have priority in the following year regardless of seniority.

Section 16.5

Regular full-time employees shall be entitled to a paid vacation on the following basis:

After completion of one (1) full year of employment,
five (5) days per year;

After completion of two (2) full years of employment,
ten (10) days per year;

After completion of ten (10) full years of employment,
fifteen (15) days per year;

Section 16.6

Vacation will be paid for on the basis of the normal scheduled workweek.

Section 16.7

Employee may carry over five (5) days of vacation per year.

ARTICLE 17
CLASSIFICATIONS AND WAGE RATES

Section 17.1

July 1, 2006, to June 30, 2007

Classifications - Full Time	Rates of Pay
Office Manager	\$13.94
Office Clerk 2	\$11.03

Classifications - Part Time	Rates of Pay
Office Clerk 1	\$10.58
Computer Clerk	\$9.61

July 1, 2007, to June 30, 2008

Classifications - Full Time	Rates of Pay
Office Manager	\$14.43
Office Clerk 2	\$11.42

Classifications - Part Time	Rates of Pay
Office Clerk 1	\$10.95
Computer Clerk	\$9.95

July 1, 2008, to June 30, 2009

Classifications - Full Time	Rates of Pay
Office Manager	\$15.01
Office Clerk 2	\$11.88

Classifications - Part Time	Rates of Pay
Office Clerk 1	\$11.39
Computer Clerk	\$10.35

Longevity

Employees scheduled to work twenty (20) or more hours per week and who have completed five (5) years of continuous employment shall receive \$.05 per hour longevity pay. Employees scheduled to work twenty (20) or more hours per week and who have completed ten (10) years of continuous service shall receive \$.10 per hour longevity pay. Employees scheduled to work twenty (20) or more hours per week and who have completed fifteen (15) years of continuous service shall receive \$.15 per hour longevity pay.

Wage Administration

All new probationary employees may be hired at 85% to 100% of the rate of pay for his/her job classification at the discretion of the Assessor based upon prior experience and qualifications. Upon completion of the probationary period, employees will receive an additional \$.50 increase every six months thereafter until such time as the employee reaches the rate of pay for his or her job classification. All wage changes shall become effective beginning with the first pay period following the granting of the wage change.

ARTICLE 18
GENERAL

Section 18.1

Reimbursable Travel Expenses When traveling outside the County on County business, the employee will be reimbursed for reasonable expenses. Expenses for which reimbursement shall be provided are for those meals, lodging and other related subsistence expenses. Receipts to verify expenditures shall be presented to the Assessor.

Section 18.2

The Union recognizes the right of the Employer to discipline employees for "proper cause". An employee who alleges that such action was not based upon proper cause may appeal the Employer's action through the grievance procedure set forth in Article 5 of this Agreement. Upon request, bargaining unit employees shall be entitled to Union representation at any meeting with management where disciplinary action is being contemplated.

Section 18.3

The Union Business Representative shall receive written notice of any disciplinary action or measure imposed upon an employee within ten (10) working days of the time such action was taken.

Section 18.4

Job Posting Whenever a vacancy occurs, the Employer will post the vacant position for a period of three (3) calendar days.

Interested employees who desire to transfer to another position within the same classification or to a classification within the same pay range may bid on the vacant position. The Employer shall select the most qualified applicant. If the most qualified applicant is an employee, then the most senior employee who possesses the skills and ability to perform the duties of the vacant position shall be selected.

Section 18.5

For the purpose of this Article, a permanent vacancy is created:

1. When the Employer has approval to increase the work force and decides to fill the position;

2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, promotion, or demotion.
3. When the Employer decides to fill the vacant position, it shall be filled within thirty (30) calendar days if at all possible.

Section 18.6

Nothing in this Article shall be construed to include any aspect of the promotional process. Promotions are defined as movement to a classification or position in a higher salary range.

Section 18.7

Work Rules The Employer reserves the right to establish reasonable work rules or to change existing rules.

Section 18.8

Newly established work rules will be posted for a period of seven (7) calendar days prior to implementation. The Employer agrees that all work rules will be uniformly applied. The Employer shall provide a copy to the Union.

ARTICLE 19 EDUCATION AND TRAINING

Section 19.1

An employee being required by the Employer to attend classes shall have tuition and books for such classes, as well as food, travel expenses, and if necessary, lodging paid for by the Employer, and the employee shall receive up to one (1) day's pay per day for each day of attendance at such classes.

ARTICLE 20 ENTIRE AGREEMENT AND WAIVER CLAUSE

Section 20.1

This Agreement supersedes and cancels all previous agreements and practices between the Employer and a unit employee(s) and/or the Union, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term.

Section 20.2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

Section 20.3

This Article is not intended to prohibit discussion between the Assessor and employees in regard to existing practices.

ARTICLE 21
DURATION

Section 21.1

THIS AGREEMENT shall be effective on July 1, 2006 and shall continue in full force and effect until June 30, 2009. Should a party desire to modify, amend or terminate this Agreement, written notice must be served on the other party by November 1, 2008. This Agreement will remain in effect from year to year after the expiration date if such written notice is not received. Any written notice(s) to the Employer are to be served on the Board of Supervisors.

Section 22.2

Any notification to be served under this Agreement shall be sent in a manner by which submission and delivery can be verified.

Signed this 10th day of March, 2006.

EMPLOYER

CLAYTON COUNTY CONFERENCE
BOARD
Clayton County, Iowa

By L. Gibbs

By Rich D. Zolty
Chief Negotiator

UNION

CHAUFFERS, TEAMSTERS &
HELPERS LOCAL UNION NO. 238
Affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By Dary Penham
Business Representative and
Secretary-Treasurer

By James Tucka


**Letter of Understanding Between
Teamsters Local 238**

And

Clayton County Assessor's Office


It is agreed to and understood that employee Kim Vorwald will continue to work her regular work schedule. However, her wage shall not exceed the maximum amount she is allowed according to her disability income. If under the new contract wage her total earnings approach the disability limit, she will work the same number of hours, but her per hour wage will be reduced so she does not exceed those limits. She will not lose her health insurance benefit if her hours are reduced. She will receive one personal day each year to use with 48 hours notice.

For the Union



Jim Tuecke
Business Representative

For the Assessor's Office



Richard D. Zanasky
Negotiator for the
Assessor's Office